

State of Kansas)
Douglas County) SS:

BE IT REMEMBERED, That on this 5th day of December A. D. 1931 Before me, the undersigned, a Notary Public in and for said County and State, came George O. Foster President and I. C. Stevenson, Secretary The Lawrence Building and Loan Association, who are personally known to me to be the same persons who executed the within release, and such persons duly acknowledged the execution of the same.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Legal Seal
Term Expires April 21, 1934

L. E. Eby
Notary Public, Douglas County, Kansas.

Recorded Dec. 8, A. D. 1931 at 10:00 A. M.

Elmer C. Corbin
Register of Deeds

KANSAS MORTGAGE

Reg. No. 1657
Fee Paid \$6.00

THIS MORTGAGE, Made this 23rd day of November, in the year of Our Lord One Thousand Nine Hundred Thirty-one by and between The Kansas Alpha Alumni Corporation, a corporation, of the County of Douglas, and State of Kansas party of the first part, and Board of Trustees of the Endowment Fund of the Sigma Phi Epsilon Fraternity, a corporation, party of the second part,

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, for and in consideration of the sum of Twenty-six Hundred and no/100 (\$2600.00) DOLLARS, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain sell and convey unto the said party of the second part, and to its successors and assigns forever, all of the following described tracts, pieces, and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit:

All of Lots 26, 27 and the South Ten (10) Feet of Lot 25 on Ninth Street, in Baldwin City, in Douglas County, Kansas;

Also, all of Lots 23, 24 and the North Eighteen (18) Feet of Lot 25 on Ninth Street in Baldwin City, in Douglas County, Kansas, said last described tract being subject to a prior mortgage in the sum of \$2,000.00, dated July 5, 1927, now shown of record.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to its successors and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, The Kansas Alpha Alumni Corporation, the said party of the first part has this day made, executed and delivered to the said party of the second part its 20 Promissory Notes dated Oct. 15, 1931 by which it promises to pay to the said Board of Trustees of the Endowment Fund of the Sigma Phi Epsilon Fraternity or order, for value received Twenty-six Hundred Dollars (\$2600.00) DOLLARS, said principal notes being numbered one to twenty and maturing consecutively, one every six months from date thereof in the sum of \$130.00 each with interest from date to maturity at the rate of five percent (5%) per annum as evidenced by interest notes attached.

NOW, If the said The Kansas Alpha Alumni Corporation, shall well and truly pay, or cause to be paid, the sums of money in said notes mentioned, with the interest thereon, according to the tenor and effect of said notes, then these presents shall be null and void. But if said sums of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sums and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said notes, and the whole of said sums shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part, its successors executors, administrators and assigns, shall be entitled to a judgment for the sums due upon said notes and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said party of the first part, its successors and assigns, and all persons claiming under it, at which sale, appraisal of said property is hereby waived by said party of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said party of the first part. And the said party of the first part shall and will at its own expense from the date of the execution of this Mortgage until said notes and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Twenty six hundred and no/100 Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in its own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with _____ per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said party of the first part does hereby covenant and agree that at the delivery hereof said The Kansas Alpha Alumni Corporation, is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance and that it will warrant and defend the same in the quiet and peaceable possession of said party of the second part its successors and assigns forever; against the lawful claim of all persons whomsoever.

THE FOLLOWING IS ENCLOSED IN THE ORIGINAL INSTRUMENT

July 27 1935
Received of The Kansas Alpha Alumni Corporation, a corporation, of the County of Douglas, and State of Kansas, the sum of One Dollar and no/100 cents in full satisfaction of this within mortgage, made by said party of the first part, and by said party of the second part, and by their assigns, for and in consideration of the sum of Twenty-six Hundred Dollars (\$2600.00) DOLLARS, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain sell and convey unto the said party of the second part, and to its successors and assigns forever, all of the following described tracts, pieces, and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit:

This Release was given to the principal mortgagor and his assigns and is assigned to the principal mortgagor and his assigns by the principal mortgagor and his assigns.
Hastula Rich
Reg. of Deeds
Douglas County